

FULTON COUNTY GOVERNMENT



REQUEST FOR PROPOSAL 15RFP98019C-DR

FOR

VALVE ASSESSMENT PROGRAM

PUBLIC WORKS/GENERAL SERVICES DEPARTMENT

RFP DUE DATE AND TIME: SEPTEMBER 2, 2015 @ 11:00 A.M.

RFP ISSUANCE DATE: JULY 23, 2015

PRE-PROPOSAL CONFERENCE DATE: AUGUST 19, 2015 @ 10:00 A.M.

PURCHASING CONTACT: Donald R. Riley, CPPB, Assistant Purchasing Agent

E-MAIL: Donald.Riley@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting Proposals from qualified Proposers to provide Valve Assessment Program.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers that will consist of technical consulting, engineering, light construction, and surveying.

1.2 METHOD OF SOURCE SELECTION: This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

The North Fulton County Water System has over 20,000 valves of various sizes from 4 inch through 54 inch and over 11,000 Fire Hydrants (each with a separate isolation valve). System managers are unsure of the precise location, accessibility, and proper operation of a significant number of these valves and fire hydrants. This project is intended to locate and assess operability and needed maintenance of all valves and fire hydrants in the system over a four (4) calendar year period.

The Water Resource Division manages the water distribution system in north Fulton County.

The Water Resource Division maintains a geographical information system (GIS) that includes the vast majority (but not all) of the valves and fire hydrants. A goal of the project is to locate valves and fire hydrants not currently in the GIS and verify location accuracy for those that are. The contractor will be provided GIS generated maps to assist with locating valves.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the detention pond water quality retrofit to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.4 COUNTY OBJECTIVES

1. Obtain accurate coordinate locations of all water distribution system valves.
2. Assure all valves are accessible and operable.
3. Assure all fire hydrants are accessible, operable and can be isolated for maintenance.
4. Assure all fire hydrants meet applicable standards.

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.6 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, <http://www.fultoncountyga.gov> under “Subcontracting Bid Opportunities”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **August 19, 2015 at 10:00 A.M.**, in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Donald R. Riley, Assistant Purchasing Agent at email: Donald.Riley@fultoncountyga.gov.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing in Fulton County located in the Public Safety Building, 130 Peachtree St, S.W., Suite 1168, Atlanta Georgia 30303 on or before **Wednesday, September 2, 2015 at 11:00 A.M.**, legal

prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Donald R. Riley, CPPB, Assistant Purchasing Agent 130 Peachtree Street S. W. Suite 1168, Atlanta, Georgia 30303 and email: Donald.Riley@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

"Addendum" means revision to the Agreement Documents issued by the County prior to the receipt of Proposals.

"Affiliate" means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

"Agreement" means the written agreement for the performance of and payment for the Services, which includes by reference and is a part of the Agreement Documents, executed on behalf of the Owner and the Contractor.

"Agreement Documents" means The Agreement Documents are defined in other portions of the Agreement, but include, at least, the following:

- i. **Agreement;**
- ii. **Exhibit A; General Conditions;**
- iii. **Exhibit B; Scope of Services;**
- iv. **Exhibit C; Fee Schedule;**
- v. **Appendix A; Contract Compliance Submittals;**
- vi. **Appendix B; Certificate of Insurance/Bonding Requirements;**
and

"Appendix" means any of the Appendices attached to this Contract, as the same may be amended or modified from time to time in accordance with the terms hereof.

"Applicable Law" means: (1) any Federal, State or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and generally applicable. Applicable Law shall be deemed not to include the Excluded Conditions.

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101, et seq.), as amended from time to time and any successor statute thereto. "Bankruptcy Code" shall also include any similar State law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

"Billing Period" means each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

"Change" means any change in the Work or Agreement Price authorized by Owner.

"Change Directive" means a written order prepared by the Owner and signed by the Owner directing a Change in the Work prior to agreement or adjustment, if any, in the Agreement Price or Agreement Time, or both.

"Change in Law" means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing, or materially increases the scope, of a party's obligations hereunder:

(a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly proposed and published in the Federal Register or was adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Governmental Body;

(b) the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Contractor or of the County, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

- (i) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date; and
- (ii) any action by a Governmental Body relating to sales or use taxes

including the imposition or increase in any such taxes.

"Change Order" means a written order approved by the County and signed by the County's Contract Representative authorizing and approving a modification or any other change to the Contract services which the Contractor is permitted to undertake pursuant to Applicable Law.

"Clean Water Act" means the Clean Water Act (formally referred to as the Federal Water Pollution Control Act), 33 U.S.C. §1251 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

"CMMS" means Computerized Maintenance Management System. The current platform used by Operator is CityWorks.

"Commencement Date" means the first date on which all of the Commencement Date Conditions shall be satisfied or waived, as agreed to in writing by the parties.

"Consultant" means any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into an Agreement with the County. This excludes Subcontractors/Sub-consultants. The term is used interchangeably with "Contractor." See "Contractor."

"Consumer Price Index" or "CPI" means the final reported non-seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, for the Atlanta, Georgia Metropolitan Area.

"Contract Date" means the date this Contract is executed and delivered by the parties hereto.

"Contract Representative" means, in the case of the Contractor, the individual specified in writing from time to time by the Contractor as the representative of the Contractor for all purposes of this Service Contract and, in the case of the County, the Director of Water Resources or such other representative as shall be designated in writing from time to time by the County.

"Contract Standards" means the terms, conditions, methods, techniques, requirements, practices and standards imposed or required during the Term by: (1) Applicable Law; (2) the Operating Permits; (3) the Minimum Technical Requirements; (4) the Performance Guarantees; (5) Good Engineering and Construction Practice; (6) Good Industry Practice; (7) the Operation and Maintenance Manual; (8) applicable equipment manufacturers specifications; (9) applicable Insurance Requirements; and (10) any other standard, term,

condition, method, technique, practice or requirement specifically provided in this Contract to be observed by the Contractor.

"Contract Year" means the County's fiscal year commencing on January 1 in any year and ending on December 31 of that year; provided, however, that the first Contract Year shall commence on the Commencement Date and shall end on the following December 31, and the last Contract Year shall commence on January 1 prior to the date this Contract expires or is terminated, whichever is applicable, and shall end on the last day of the Term of this Service Contract or the effective date of any termination, whichever is applicable. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

"Contracting Entity" means any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into an Agreement with the County. This excludes Subcontractors/Sub-consultants.

"Contractor" means, a corporation organized and existing under the laws of Georgia, and its permitted successors and assigns. This excludes Subcontractors/Sub-consultants.

"County" means Fulton County and its Authorized representatives, successors in interest and assigns

"Day(s)" means a calendar day of twenty-four (24) hours lasting from midnight one (1) day to midnight the next day.

"Encumbrance" means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind.

"EPA" means the United States Environmental Protection Agency and any successor agency.

"EPD" means the Environmental Protection Division of the State of Georgia Department of Natural Resources or any predecessor or successor agency.

"Fees and Costs" means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, Contractors, Contractors and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

"GAAP" means Generally Accepted Accounting Principles and is the set of standards established by the Financial Accounting Standards Board (FASB) for the consistent reporting of financial data and preparation of financial statements.

"GAAS" means Generally Accepted Auditing Standards. The ten auditing

standards adopted by the membership of the AICPA.

"General Conditions" means the General Conditions of the Agreement that govern the rights, duties, and obligations of the parties.

"Good Industry Practice" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the municipal wastewater treatment industry as observed in the Southeast region of the United States.

"Governmental Approvals" means all approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services, including the NPDES Permits and the Consent Order.

"Governmental Body" means any Federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

"Governmental Requirements" means all applicable federal, state, and local statutes, laws, ordinances, codes, rules, regulations, standards, executive orders, consent orders, other orders and guidance from regulatory agencies, judicial decrees, permits, licenses or other governmental requirements of any kind, now in effect or which come into effect during any term of this Agreement, or during the time services are being performed, and any present or future amendments to those Governmental Requirements, which specifically relate to: [i] the business owner, [ii] the business of Contractor's subcontractors/Sub-consultants, suppliers or material men, [iii] this Agreement and Agreement documents, [iv] the performance of Services by Contractor or [v] Fulton County, Georgia, or [vi] any other matters relating to this Agreement.

"Guarantor", a corporation organized and existing under the laws of, and its permitted successors and assigns.

"Guaranty Agreement" or "Guaranty" means the Guaranty Agreement entered into concurrently with this Contract from the Guarantor to the County in the form provided in the Transaction Agreement Forms, as the same may be amended from time to time in accordance therewith.

"Hazardous Material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation "hazardous substance" as defined in CERCLA and "hazardous waste" as defined in RCRA.

"Insurance Requirement" means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody having similar functions or by any insurance Contractor which has issued a policy of Required Management Period Insurance or Required Construction Period Insurance under this Service Contract, as in effect during the Term hereof, compliance with which is a condition to the effectiveness of such policy.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Service Contract or the Managed Assets, and all appeals therefrom. "Lien" means any and every lien against any monies due or to become due from the County to the Contractor under this Contract, for or on account of the Contract Services.

"Loss-and-Expense" means any and all actual loss, liability, forfeiture, obligation, damage, delay, fine, penalty, judgment, deposit, cost, expense, claim, Tax, or expense, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Service Contract.

"Owner" means Fulton County.

"Persons" means any individual, partnership, firm, corporation or other legal entity.

"Project" means the Project for which the Services under this Agreement are being performed

"Proposal" means the offer of the Contractor submitted in response to the Scope of Services prescribed in the Request for Proposals.

"Reference Document" means any of the documents attached to this Service Contract identified as such as the same may be amended from time to time in accordance with the terms hereof.

"Required Insurance" means Required Management Period Insurance.

"RFP" means request for Proposals.

"Scope of Services" means all the Services specified, indicated, shown, or contemplated by the Agreement and furnishing by the Contractor of all professional disciplines, materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such Services in accordance with the Agreement.

"Security Instruments" means the Guaranty Agreement, the Letter of Credit.

"Services" means all the Work specified, indicated, shown, or contemplated by the Agreement Documents, and furnishing by the Contractor of all professional disciplines, materials, equipment, construction, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation, and other things necessary to complete such Work in accordance with this Agreement.

"Small, Minority and Female Owned Business Opportunity Plan" means the Contractor's plan to utilize small minority and female owned businesses in the Operation and maintenance of the Managed Assets.

"State" means the State of Georgia.

"Sub-consultant" means an individual, firm, corporation or any combination thereof having a direct Agreement with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Sub-consultant shall not mean Supplier.

"Subcontract" means an agreement or purchase order by the Contractor or Subcontractor to the Contractor, as applicable.

"Subcontractor" means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including all Subcontractors and every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

"Subcontractor" means an individual, firm, corporation or any combination thereof having a direct Agreement with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Subcontractor shall not mean Supplier.

"Supplier" means any individual, firm, or corporation who supplies material or equipment for the Scope of Work (including that fabricated to a special design) but who does not perform labor at the Site.

"Tax" means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition to tax.

"Termination Date" means the last day of the Term of this Service Contract.

"Transaction Agreement Form" means any of the Transaction Agreement Forms appended to this Contract.

"Transaction Document" means any of the Transaction Documents appended

to this Contract.

"Uncontrollable Circumstance" means any act, event or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of, the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations).

- (1) Inclusions. Subject to the foregoing, Uncontrollable Circumstances may include, but shall not be limited to, the following:
 - (a) a Change in law;
 - (b) the existence of a Pre-Existing Environmental Condition;
 - (c) naturally occurring events (except weather conditions normal for the Service Territory) such as landslides, underground movement, earthquakes, lightening, fires, tornadoes, hurricanes, , epidemics, and other acts of God;
 - (d) explosion, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
 - (e) labor disputes, except labor disputes involving the employees of the Contractor, its Affiliates, or Subcontractors which affect the performance of the Contract Services;
- (2) Exclusions. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:
 - (a) changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
 - (b) changes in the financial condition of the County, the Contractor, the Guarantor, or their Affiliates or Subcontractors affecting the ability to perform their respective

obligations;

- (c) the consequences of error, neglect or omissions by the Contractor, any Subcontractor, any of their Affiliates or any other person in the performance of the Contract Services;
- (d) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed or otherwise increasing the cost to the Contractor of performing the Contract Services;
- (e) any impact of prevailing wage or similar laws, customs or practices on the Contractor's costs;
- (f) weather conditions normal for the Service Territory;
- (g) any act, event, circumstance or Change in Law occurring outside of the United States;
- (h) any surface, subsurface geotechnical or hydrological conditions and other Site conditions including without limitation the existence of compressible soil layers, masses, unstable soil, manmade deposits and water table fluctuations, utility lines, pipes and;
- (i) a Change in Law pertaining to Taxes;
- (j) failure of the Contractor to secure patents which it deems necessary for the performance of the Services; and
- (k) any Change in Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than are imposed by the Contract Standards.

“Work” means all the Services specified, indicate, shown, or contemplated by the Agreement and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools plant, supplies, power, water, transportation and other things necessary to complete such

Services in accordance with the Agreement.

“Written Notice” means a written statement transmitted from one party to an authorized representative of another party in accordance with the Agreement.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of

requests permitted. The County will not respond to requests, oral or written, received after **Friday, August 21, 2015 at 2:00 P.M. EST**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Donald.Riley@fultoncountyga.gov
F: (404) 893-1786
RE: 15RFP98019C-DR, VALVE ASSESSMENT PROGRAM

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The contract will commence as of the date indicated in the Notice to Proceed

(NTP) and will terminate as indicated in the contract.

The County anticipates entering into a one year (annual) agreement beginning after approval of the Board of Commissioners, Contract execution and upon notice to proceed. The County reserves the right to extend the contract for (4) four additional optional (1) one year period. The County reserves the right to cancel the contract at any time during the contract term. The project is funded with The Water Resource Division Funds.

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its

decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

At the time of award, a copy of the successful Proposer's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing, Public Safety Bldg, 130

Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and shall only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any

events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

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- The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer shall report directly to the director, or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in

the program, go to: <https://e-verify.uscis.gov/enroll> .

The Director of the Purchasing Department is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of the Purchasing Department does not comply.

2.24 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.25 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.27 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.)

may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

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10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

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SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **September 2, 2015 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #15RFP98019C-DR
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 15RFP98019C-DR
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original hard copy and four (4) hard copies and six (6) copies on CD media and/or flash drive in a PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and two (2) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and five (5) copies in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

1. Provide a detailed description of the work to be performed.
 - Identify all the tasks to be performed to reach the stated objective(s). This should include a detailed description of what is to be accomplished.

Fulton County is seeking the services of a consultant to perform a water valve evaluation, improvement and information program, herein after referred to as the Valve Assessment Program. The County expects the Contractor to develop, plan and execute a program that will include the following activities for each valve in the County: locate, identify, assess, clean out, inspect, exercise, perform minor repairs, record mapping grade (Real-Time Differential (RTD))

GPS, document findings, create a deliverable database, create work orders and analyze the results.

The County has over 20,000 valves of various sizes and over 11,000 Fire Hydrants. The County wishes to complete these services over a four year period and therefore anticipates performing these services on an average of twenty five percent of the valves each year.

1. ASSESSMENT, MAINTENANCE AND REPAIRS

- A. Locate the Valve - the County will provide the Contractor with a minimum of two copies of the County's most current water distribution maps for a task area. The Contractor shall provide a schedule each morning to the County project manager indicating the specific valves intended for location and assessment for the day. The Contractor will locate all water distribution valves using the following guidelines:
1. The Contractor will search for all valves visually and electronically using the County GIS water maps as reference material.
 2. The Contractor will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other industry standard tools.
 3. If the valve cannot be located after searching for thirty minutes, the valve will be labeled "cannot locate" and documented as a work order creating a mapping grade GPS position where searched and otherwise treated as a standard valve assessment.
 4. A valve that is deemed critical by The County and cannot be located by the process detailed above may require further investigation by means of an internal closed circuit television (CCTV) inspection approved for use in potable water applications.
- B. Identify the Valve- the Contractor will use the County's Geographical Information System asset identification system format to reference valves and attributes.
- C. Access the Valve – The Contractor shall be authorized to remove the valve box and cover in order to access the valve.
- D. Clean Out Valve Box and Vault - The Contractor will remove (vacuum out) debris or pump out water from the box/vault in order to allow access to the valve-operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.
- E. Inspection – The Contractor will perform a visual inspection of the

valve and valve box/vault. This inspection will be conducted from street / ground level and is intended to discover discrepancies that are readily visible. The specific inspection information to be documented is listed in paragraph K below.

F. Valve Exercising - The Contractor will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below.

1. All 4" and smaller valves will be exercised manually (one person on a hand key).
2. 6" and larger valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn counter.
3. Valves larger than 12" will be exercised with County personnel present. Contractor will coordinate with county staff and will provide schedule for valve exercise one week in advance.
4. Contractor will immediately notify the County of any valves found closed or broken, or if any unsafe conditions are observed.
5. Contractor will provide detailed, written valve-exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
6. If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the County with input from the Contractor until the valve turns or the operation is suspended.
7. Valves larger than 12 inches will be partially exercised 1/3 of the full estimated turn count (or further at the discretion of the County) to test actuator functionality.
8. Bypass valves, when present will be fully exercised.
9. Valves 24" and larger shall be scheduled for exercise according to season and time of day and may be required to be scheduled during late night or early morning hours.
10. During valve exercising, use the fire hydrants nearest to the valve being exercised to flush water. Flushing shall continue until water is clear or County representative authorizes discontinuation of flushing.

G. Valve Marking – Valve lid covers will be marked with blue

marking paint as the inspection and exercising process is completed. The mark is intended to provide field evidence of work completed at an individual valve.

- H. Minor Repairs - the Contractor will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. Contractor shall perform minor repairs as may be necessary to restore valves to full operability, such as replacing operating nuts, stem risers, etc., as part of the price bid for servicing the valve.
- I. The following repairs are not considered minor repairs and shall be performed where required and approved by the County. These items shall be paid for as bid in the cost proposal separately from servicing the valve:
 - 1. Raising valve boxes in asphalt
 - 2. Raising valve boxes in dirt
 - 3. Re-aligning valve boxes

J. VALVE INVENTORY MAPPING

- 1. All the water valves serviced in this program are to be GPS inventoried in a format compatible with the County's GIS mapping system. The Contractor shall be required to perform a valve inventory that consists of:
 - a. Locate, map and GPS inventory water valves assigned to this program
 - b. Establish data in a database/overlay compatible with the County's GIS System.
 - c. Identify missing or not existing data/information from the original or existing database.
 - d. Incorporation into GIS – All maps developed as a part of this project shall be formatted (metadata) as described by the County's GIS Manager. Mapping data shall be compatible with Fulton County's GIS system

All valves serviced during this program shall be accurately field located. Location shall include identification of horizontal location, X, and Y coordinates using Real-Time Differential (RTD) GPS equipment to position the features to a horizontal accuracy of +/- 1-meter accuracy at 90%

confidence. Contractor is allowed to utilize GPS and conventional surveying techniques. All spatial data shall be submitted in a format and coordinate system that is compatible with the County's GIS system. County as-built drawings or aerial photos may be available to the Contractor for assistance in feature identification. Items to be located, photographed, mapped, and data to be collected, are as follows (as a basis of payment, each is classified as 1 structure unless otherwise noted).

- Valves

Data to be collected and submitted with mapping files:

- Valve Facility ID
- Map Number
- Valve Size
- Valve Type
- Valve Use
- Valve structure
- Depth to nut
- Direction to close
- Number of turns
- Torque
- Clean Needed
- Comments

K. DOCUMENTATION

Valve documentation data will be collected for each valve, and the documentation format with allowed values will be agreed upon with the County in advance of work startup. Data documentation shall be submitted electronically in a format compatible with the County GIS system and include, at a minimum:

1. Physical data-

- Valve Facility ID number
- Map number
- Valve size
- Type of valve
- Use of valve
- Valve structure
- Depth of valve
- Direction to close

-
- Number of turns
 - Torque chart for fully exercised large valves
 - Valve condition
 - If clean out was necessary
 - Valve discrepancies (by category and details)
 - Box/vault discrepancies (by category and details)
 - Date of Operation
 - Additional physical information as necessary.
2. Location data - Mapping (RTD) grade GPS coordinate conforming to data parameters described in section J. Maps marked up with any valve locations that are missing from the County's GIS maps or valves that do not exist in the ground but are shown on the GIS maps.
 3. Discrepancies - Details on discrepancies so that work order (as described below) can be concisely created.
 4. Photographs – 3 total shall be taken of the area of the valve location with the attempt to capture visible reference structures / infrastructure that will aid in locating the valve on subsequent operations. One picture shall be taken “down the hole” into each valve box. One picture shall be taken parallel with the road centerline and one shall be taken perpendicular with the road centerline facing away from the road centerline. Camera shall be minimum 3.2 megapixels.
 5. Photolog - The photolog shall catalog and document digital photographs of all valves serviced. The photolog shall be linked to the database and the GIS system. Photographs and log entries shall be formatted as follows:
 - a. Photo file shall be named as the valve identification number followed by an underscore and sequential number for the photos related to a specific feature dot jpg.
 - b. Valve Facility ID shall be included in the photolog for each photo
 - c. Photo description shall be included in the photolog for each photo
 - d. Photo file name shall be included in the photolog for each photo
 6. Contractor shall anticipate successful completion of a pilot area and delivery of acceptable data to the County before the project is released for prosecution.
 7. Data Transfer to County

The contractor will be required to provide data obtained in the field that can be transferred into the County's computerized maintenance management system (Currently CityWorks).

L. ASSESSMENT, MAINTENANCE AND REPAIRS OF AIR RELIEF VALVES

The Contractor is to follow the same procedures (as applicable) in items A through K above for the servicing of Air Relief Valves.

All items above (A through L) shall be included in the unit price for Servicing Valves (Item numbers 1 through 5 in the Cost Proposal).

M. Other Repairs – Adjusting and Re-aligning Valve Boxes

1. Contractor shall adjust, re-align, replace or otherwise correct valve box deficiencies. The contractor shall expose the water valve box by removing soil or pavement covering the valve box cover; remove all debris from inside the valve box to the depth of the valve packing gland, ensure operating nut is accessible and visually inspect the condition of valve box.
2. In situations where the valve box or cover is damaged or does not seat properly, the valve box cover or assembly shall be replaced as appropriate. The valve box assembly shall be removed and replaced with a like valve box material including any necessary pipe, electronic markers, backfill compaction, appropriate pavement or ground surface repair and restoration. The County will provide six inch Ductile Iron pipe, valve boxes (if required) and electronic markers only. Valve boxes, pipe, and markers shall be furnished by the County at 11575 Maxwell Road, Alpharetta, GA for pickup by the contractor. Replaced valve boxes shall be returned to the County at 11575 Maxwell Road for salvage. The contractor is responsible for all materials, and equipment not specifically identified to be provided by the County.
3. If the existing box is not of sufficient length to adjust, it shall be excavated and replaced with a longer valve box or a combination of valve box and 6" ductile pipe that can be made flush to the end of the valve box. The County will provide valve boxes, 6 inch diameter Ductile Iron pipe with a maximum length of 48" on valve boxes with valve box covers. Valve boxes, pipe and covers shall be obtained by the contractor at 11575 Maxwell Road. If the depth is such that the valve box alone cannot be made flush, a section of

6" ductile iron pipe, provided by Fulton County, shall be placed bell end centered over the operating nut. Valve boxes or pipe shall be set on a brick base and under no circumstances will a load be permitted on any portion of the valve body or connecting pipe. The pipe shall be cut to length such that there is a minimum of 48" of valve box between the pavement surface and the top of the pipe.

4. Where valve boxes requiring adjustment, re-alignment or replacement are in pavement, the pavement area to be removed shall be cut with a pavement saw. Saw and shall be a minimum of a 30" x 30" square, centered around the valve box and having a minimum saw cut depth of 2". Using a jack hammer, pick and shovel, or other necessary means, excavate all material between the saw cut and the valve box down to a minimum depth of 10" below the pavement surface. The existing valve box shall be extended to bring it flush with the surrounding surface. This will be paid at the rate bid for "adjusting valve box" regardless of the level of effort or the need for excavation.
5. As part of valve box Adjustment, Re-alignment or replacement, the operating nut be cleaned with a wire brush and painted with a reflective yellow paint with a minimum of 6 pounds of glass beads per gallon of paint.
6. After valve box replacement and/or adjustment is complete, ensure that all debris has been removed from the excavation and that the wall faces are vertical and not sloped. Crusher Run gravel shall be used to backfill to a level 10" below grade. Backfill shall be placed in layers not exceeding a loose depth of 4 inches for hand operated tampers and 8 inches for heavy equipment compaction. Beneath sidewalk areas, the top 6 inches of sub-grade and any subsequent lifts shall be compacted to 90% Proctor. Beneath all other paved surfaces the top 12 inches of sub-grade and any subsequent lifts shall be compacted to 98% Proctor. Control moisture during compaction to within +/- 3% of optimum content.
7. On all adjusted or re-aligned valve boxes, Contractor shall provide a 30 inch square, and minimum 10 inch deep, concrete poured collar around the valve box. After backfilling and compacting to the proper level, #4 reinforcing bar shall be placed vertically 4 inches below the finished elevation of the valve box and horizontally 8" from valve box on all four sides wire tied together prior to pouring the concrete collar. In paved areas, the vertical wall faces of the

existing pavement shall be coated with a solution of Portland cement and water mixed to the consistency of heavy paint. Before the sub-base dries, the excavation shall be filled with Class A (4000 psi), Type III Portland Cement high early strength concrete. The concrete used shall that have been dyed to match the surrounding pavement, concrete or other surfaces such as sidewalks or driveways which must be returned to their original appearance. Mechanical vibrating equipment shall be used to consolidate the concrete with special attention to the edges. The concrete shall be tamped a second time, screeded, and checked with a straight edge to ensure that it is installed at the same surface grade as the existing pavement. Concrete in roadway pavement and concrete pavement shall be poured and struck off at a slightly higher elevation than the intended surface and tamped to offset shrinkage. In areas partially or fully outside of pavement, the collar shall extend 6 inches below (the soil) grade, with the sides 1 inch above grade and sloping 3 inches upward to the valve box.

8. An electronic near surface marker shall be placed vertically in the concrete at a depth 5 inches below the surrounding surface at a point six (6) inches north of the valve box. The County will furnish electronic markers.
9. Where the valve box is misaligned over the operating nut by more than 2 inches or directed by County horizontally the valve box shall be replaced and aligned vertically plumb over the valve operating nut. Construction requirements and payment for realigning a valve box shall be the same as for adjusting a valve box.

All items in "M" above shall be included in the unit price for Adjusting Valve Boxes (Item numbers 6 through 13 in the Cost Proposal). Payment for Adjusting Valve Boxes shall be made based upon the unit prices bid in the proposal depending upon the depth to the existing valve nut prior to adjustment and whether or not the valve box is located in pavement.

N. FIRE HYDRANTS

1. Fire Hydrant Assessment - The Contractor will inspect, exercise, and pressure test each fire hydrant designated by the County. The work includes removing, greasing and replacing all caps. Slowly opening and bleeding the air out of the fire hydrant, pressurizing the barrel at full system

pressure, and noting discrepancies. The hydrant isolation valve shall be exercised. The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure, date and time shall be recorded.

2. Routine Hydrant Maintenance - The Contractor will perform routine hydrant maintenance as part of the testing and exercising procedures. The work includes lubrication of nozzles and operating stems. Lubricants used shall comply with manufacturer's standards. Any removal of parts, such as weather cover, operating nut, etc. to provide lubrication of stems shall be considered as routine maintenance. All fire hydrant reservoirs are to be filled with approved food grade oil/grease and oil/grease fittings (zerks) replaced if needed. All gaskets and o-rings exposed are to be replaced. Missing caps are to be replaced. All necessary materials and parts for routine hydrant maintenance will be provided by the County.
3. Hydrant Painting- Where required by the County, Contractor will mechanically clean and paint each fire hydrant. The process shall include: setting up safe traffic control; setting up paint shield and drop cloths when necessary; clearing debris from the base area of the fire hydrant; using electric paint removal tools and wire wheels to remove any loose or caked paint and existing rust that is on the fire hydrant; wiping down/cleaning the entire hydrant and applying a rust retardant silver paint or coating (AWWA approved for use on a potable water system and color code bonnet to be selected by the County). The Contractor will provide the following hydrant painting equipment; a truck which is stickered with the company name and phone number and has flashing amber warning lights to warn motorists; a DC to AC converter or generator on the truck in order to provide electrical power for operations; electric paint removal tools and wire wheels; electric power paint sprayers; a mobile paint shield; drop cloths and all of the associated traffic control and safety equipment. Painting of Fire Hydrants shall be a separate item for payment.
4. Main Capacity Fire Flow Testing - The County may request multi-hydrant fire flow testing utilizing the AWWA's M-17 standards for specific fire hydrants. This test requires the Contractor to use a minimum of two (2) fire hydrants on the same (or closely connected) water mains. One hydrant is

used to measure the system pressures (static and residual) and the second hydrant is used to measure flow. With these data inputs the Contractor will calculate the total available flow from the water mains at a minimum residual pressure of 20 psi. Flow and pressure data shall be recorded along with date and time of test.

Items 1 and 2 in "N" above shall be included in the unit price for Servicing Fire Hydrants (item number 14) in the Cost Proposal). Item 3 shall be included in the unit price for Painting Fire Hydrants (item number 15 in the Cost Proposal). Item 4 shall be included in the unit price for Main Capacity Fire Flow Test (item number 16 in the Cost Proposal).

O. Internal Pipeline Inspections-

1. At the County's discretion and direction, the Contractor will perform internal, closed circuit television (CCTV) inspections and/or assessments of selected water mains. The inspections must be performed with mains in service. The Contractor must use methods and procedures to prevent contamination of the water system. CCTV inspections must be approved for use in potable water applications.
2. The inspection/assessment system must be inserted into the mains through existing fire hydrants, must be tethered for optimum control and no risk of equipment loss, and must be in full control of the inspection unit at all times, and be able to travel up to 300ft in either direction from the hydrant - upstream or downstream regardless of flow direction, and be able to navigate bends in the pipelines
3. The inspection system must provide high-quality, color video, fully illuminated by LED lighting. The image must be stable and usable by the operator. The inspection equipment must detect leaks using a multi-frequency hydrophone system capable of detecting leaks as small as ½ gallon per minute (gpm).
4. The assessment system must include all as described in item #3 immediately above with the addition of ultrasonic probes allowing a full dimensional survey to include multiple wall thickness measurements, corrosion and flow identification. The Contractor, utilizing the data acquired, must be able to calculate the remaining life expectancy.
5. The Contractor will provide a report and GIS database that includes, at a minimum the following:

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- GPS coordinates of insertion points
 - GPS coordinates of any identified leaks or internal features (bends, valves, fittings, repair sections),
 - An assessment of tuberculation or sedimentation inside of pipe, graded in terms of severity.
 - An identification and assessment of any found structural defects,
 - A soft copy (MPEG) file of the inspection, linked to GPS coordinates of the insertion point
 - Still photographs of any point of interest inside the pipeline, including leaks
 - Location of any leaks located inside the pipeline.
 - Real time location and identification of leaks.
 - Confirmation of distance inspected from location point.
 - GPS location of any leaks.
 - If assessments are directed, scan analysis including 3D profiling, wall thickness and life expectancy report.

All items in “O” above shall be included in the unit price for CCTV Inspection (item numbers 17 through 18 in the Cost Proposal.

P. 2 Man Crew + Vehicle per hour

The County anticipates that some valves will not be operable, fully or partially, in a reasonable time during the initial data collection process. As a result, the Contractor will provide a fully equipped two (2) man crew and vehicle to, at the County’s discretion and direction, to endeavor to bring said valves to a fully operable state. This process may be to induce operating torque in alternating directions, increasing torque in incremental steps, etc. over a period of time to be determined by the County.

Additionally, this crew can be used, at the County’s discretion and direction, for, but not limited to construction shuts, emergency shuts, Maintenance of Traffic (MOT), assisting County staff, identifying cannot locates (CNL), assisting pipeline team while they provide condition, assessment services, opening and closing valves, providing MOT, and providing services not otherwise delineated in the Contract.

The crew leader involved in this item of work shall have the following

minimum qualifications:

- Minimum of 3 years of water distribution practical field experience
- Current Georgia Water Distribution System Operator's license
- OSHA Construction 10 Hour Training (within the previous 2 years),
- Exercised and assessed at minimum 2,500 valves of which 300 have to be 16" and larger (within the previous 3 years)
- Proficient in the operation of a TM-7 or approved equal hydraulic valve turning machine with microprocessor
- Ability produce an electronic torque chart for the assessment and operation for valves 16" and larger.
- Knowledge and understanding water atlas, GIS, plan & profile and to demonstrate the ability to perform an emergency shut.

All items in "P" above shall be included in the unit price for 2 Man Crew + Vehicle per hour (item number 19 in the Cost Proposal).

2. Project Management

The Contractor shall be responsible for the following Project Management efforts:

- A. Develop project management work plan.
- B. Define roles and responsibilities of Contractor's project team members and interface with the County and other Contractors.
- C. Meet with the County to define mutual expectations and communication needs five (5) days after receiving Notice to Proceed.
- D. Contractor shall develop a draft data dictionary for the valve attributes to be collected and shall submit the draft data dictionary to the County for approval before beginning data collection in the field. The data dictionary shall conform to the scope as stated herein. The County shall have five (5) business days to review and comment upon the draft data dictionary. Once the Contractor incorporates the County's comments into the data dictionary the Contractor may begin data collection in the field.
- E. Develop draft Valve and Fire Hydrant Assessment Work Plan to the County for review and comment fifteen (15) days after notice to proceed.
 - 1. Develop the draft work plan detailing the specific approach and steps for completing this component of the project. The plan is required to demonstrate the contractor's clear understanding of the County's requirements for this project and to provide clear and concise quality assurance procedures that quantify the number of existing valves,

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- location, work performed and data collected throughout the project.
 - 2 Issue the draft work plan for review and incorporate comments from the County (one draft).
 - 3 Issue final plan for inclusion in the project work plan.

F. Project work plan approval

- 1 Contractor Project Manager and task leaders shall meet to develop project work plan.
2. Prepare a draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the following subjects and include the following sections or items: Project Description, Approach, Assumptions, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Quality Control Plan, Schedule of Performance (Gantt Chart), and Project Budget. The work plan shall be submitted within fifteen (15) days of the Notice to Proceed. The County will review the plan and provide any comments within fifteen (15) days of receipt of the plan. The Contractor shall provide any response to the comments within fifteen (15) days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within fifteen (15) days after their response to comments.
3. Issue final work plan to the County.

G. Quality Assurance/Quality Control (QA/QC)

1. Contractor shall develop a QA/QC plan for both office and field related QA/QC practices of the Contractor, and all sub-consultants and subcontractors for inclusion into the work plan. The Contractor shall provide a written QA/QC plan for the County's files prior to conducting any work. No work shall commence until the County has approved the plan. The Contractor will be expected to adhere to the QA/QC plan. The plan must include a system of checks and balances that makes sure that all information related to data collection, reports, documents, and GIS is reviewed prior to submittal to the County.
2. The Contractor shall maintain documentation of all QA/QC activities throughout the life of the project. The documents shall be available to the County for review.
3. The Contractor shall provide a written statement confirming QA/QC for each submittal.
4. The Contractor shall provide project deliverables in Adobe Acrobat pdf, Microsoft Word, Microsoft Excel, or other formats as directed by the County.

H. Project Communications

1. Develop project communications plan for incorporation into the work plan.
2. Meet with the County and other Contractors on a monthly basis for project coordination and update, prepare for meetings, and prepare and distribute meeting minutes.
3. Develop monthly project status updates for distribution to the County.
4. Implement the project communications plan developed as part of the project work plan (including phone calls, e-mails, meetings, memos, letters, transmittals, and other project communications as necessary to perform the project).
5. Hold internal Project Team coordination meetings on a regular basis (typically every other week, but weekly during critical periods).
6. Hold task meeting and communications as needed to successfully complete each task.
7. Prepare and submit a monthly project status report to update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs.
8. Prepare and submit a yearly project report compiling the previous monthly reports.

I. Project Closeout and Project Completion

1. Archive and deliver hard copies and electronic files of deliverables and appropriate backup to the County.
2. Archive and deliver all functional information management systems and all other deliverables developed as part this project.
3. Prepare project completion report and deliver to County. Contractor shall deliver a project close-out report that explains the performance of the project, project variances, and lessons learned with recommendations to the County for improving future similar projects.
4. The Contractor shall keep an overall project work book through the life of the project and sub-sections of the work book (showing the work efforts per performance period) shall be given to the County at the end of each Contract year and at the end of the Contract performance period. The final work book shall be given to the County when the contract term ends.

No separate payment will be made for Project Management tasks.

3. Miscellaneous

A. SAFETY

The Contractor will abide by all applicable safety regulations in the fulfillment of this scope of services. The Contractor shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of this contract. As a requirement to perform this scope of work safely, all work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and signage which will clearly identify the Contractor.

Contractor shall provide as an attachment to their proposal a copy their company's safety handbook and safety program to demonstrate safe field procedures and practices. Documentation must include a written description of their traffic control training program and standard traffic control procedures for field crews. The Contractor is responsible for ensuring the appropriate minimum number of staff is onsite at all times.

B. WORK HOURS

For the purpose of this contract, normal working days will be Monday through Friday, excluding Fulton County holidays. Hours of operation will be in accordance with either County or appropriate city regulations. It shall be the contractor's responsibility to determine and comply with all local regulations. Work shall continue during normal work hours except by direction of County until completion. Failure to adhere to this paragraph can be grounds for termination of the contract.

C. CONSTRUCTION PROCEDURES

Prior to performing work, contractor shall examine and inspect the applicable substrates, areas and conditions under which the work will be performed. If unsafe or otherwise unsatisfactory conditions are encountered, the contractor shall take all necessary corrective actions before proceeding.

If during progress of the work the contractor believes that additional information is required of the County to carry out the intent of the project, the contractor shall prepare and submit to the County a written request for information. The County will make reasonable effort to respond promptly so as not to impact the contractors schedule of work. Any requests shall be submitted when a need is identified, not when the response is required.

Before starting work, contractor shall be responsible for verifying the existence and location of all underground utilities, underground construction and location and invert elevation of points of connection to piped utilities. The contractor shall carefully preserve bench marks, reference points and stakes and in case of willful or careless destruction, the contractor shall be charged with the resulting expense for replacement. The contractor shall be responsible for any mistakes that may be caused in the work by their unnecessary loss or disturbance.

Contractor shall photographically document each area that will be impacted prior to any construction. Include various angles to capture all aspects to include, but not limited to, utility locate marks, road and pavement condition and surrounding areas.

D. CLEANUP

Remove and dispose of all debris in accordance with all state and local regulations. The site must be free all debris prior to receipt of final payment.

E. PROTECTION OF THE WORK

Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall take care to prevent pollution of air, water, and soil and specifically prevent the entry of rainwater runoff into the sewer system, control windblown dust, prevent erosion to work site. Contractor shall take care to execute work and stockpile spoils and materials so as to prevent flooding of excavations, below grade construction and adjacent properties due to rainwater runoff. The contractor shall maintain working conditions in order to keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances. Contractor shall keep public streets free of debris due to this work and provide adequate traffic control by means of signs signals and flaggers as necessary.

F. COOPERATION WITH OTHER CONTRACTORS

During the progress of work under this contract it may be necessary for other contractors and persons employed by the County to work in or about the site. The County reserves the right to put such other contractors to work and to afford such access to the sight at such times as the County deems proper. The contractor shall not impede or interfere with the work of other such contractors and shall sequence and conduct their work such that other contractors may complete their work at the earliest possible date.

G. NOTIFICATION OF SERVICE INTERRUPTION

During progress of work under this contract, it may be necessary to temporarily interrupt water, or other utility service to a limited number of customers in the vicinity of the work. It shall be the contractors responsibility to coordinate the service outage with the utility owner and to provide proper advance notification of at least 48 hours to the affected customers.

H. INSPECTION

All work, workmanship and materials shall be subject to inspection by Fulton County at all reasonable times and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of

responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without charge, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements. The contractor shall promptly segregate and remove rejected material from the premises at the contractor's expense. If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the Department of Water Resources Project Manager (PM) will arrange a final inspection.

I. FINAL ACCEPTANCE AND WARRANTY

The PM will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents. The date of acceptance from the PM will start the one year warranty.

J. COMPANY PERSONNEL

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or either sides of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with Fulton County to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License. At least one member of the company must have the proper utility contractor's license as per Georgia law.

K. INVOICING

Invoices submitted against the contract must include the following detailed information.

Purchase order number

Date of service

Work order number & description of work

Invoice number

Physical address where work was performed

Company name, address and phone number

Invoices will be returned unpaid to the contractor when (1) one of the following conditions exists:

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1. Invoices do not contain all the required information.
 2. Price on the invoice does not correspond to the bid price.

All invoices should be sent to the following address below to expedite payment of invoices:

Fulton County
Department of Public Works / General Services
Water Resources Division
11575 Maxwell Road
Alpharetta, Georgia 30004
Attn: Engineering Administrator

Any invoice which attempts to change the terms of this contract is null and void and contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County Department of Water Resources. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract. Parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials associated with previous progress payments received by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within two business days of receipt of payment from Fulton County.

3.4 PROJECT DELIVERABLES

List any milestones, major project deliverables or project submittals with specific due dates or time frames.

Identify what the quality expectations (outputs/outcomes or performance standards) are for this project.

1. Locate all valves and fire hydrants.
2. Assess the operability of valves and fire hydrants.
3. Perform service to and repair valves and fire hydrants (not requiring mechanical excavation other than soft dig/vacuum truck excavation) to bring them into proper operation.
4. Identify valves and fire hydrants requiring service and/or repair through mechanical excavation.
5. GIS coordinates and digital photographs of valves and fire hydrants.
6. Report of operability or non-operability of valves and fire hydrants.
7. Completed work order of service and repair of valves and fire hydrants.
8. Service request/work order for valves and fire hydrants requiring service and/or repair.

The Department intends to complete twenty percent (25%) of the work per contract year.

Other deliverables are listed below:

Task Name	Business Days from NTP
Prepare Draft Documents for Kickoff Meeting	5
Draft Data Dictionary	10
Draft Valve and Fire Hydrant Assessment Project Work Plan	15
Draft Project Communications Plan	15
Final Data Dictionary	25
Final Valve and Fire Hydrant Assessment Project Work Plan	60
Final Project Communications Plan	60
Final Project Management Plan	60
Monthly Status Reports	Monthly
Yearly Status Report	Yearly
Project Workbook (Diary)	Yearly and Project Closeout

3.5 PROJECT SCHEDULE

List any and all milestones or submittal due dates for any reports.

See Project Deliverables (3.4), above

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
3. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Project Plan or Project Approach

Describe what information the Proposer's should submit in order to demonstrate:

1. Their understanding of the tasks identified in the scope of work.
2. Their plan or approach to accomplish the tasks identified in the scope of work.
3. Their methodology including best practices and benchmarks to be used.
4. Their general and specific capabilities and experience that will enable the Proposer to provide the services required by the County.

A descriptive narrative outlining:

5. The technical project approach

The quality and effectiveness of the proposed approach to accomplish the tasks identified in the scope of work. The Contractor's approach to data management and database design along with their QA/QC process. The detailed project schedule with timeline to completion. The training methodology used to ensure that all field personnel are qualified and capable to perform the scope of work. The list and descriptions of the equipment that will be used to complete the scope of work. The Contractor's understanding of the program and its objectives

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years of work experience in detention pond water quality retrofit.
3. The Project Manager must have a minimum of five (5) years of experience in water valve assessment, rehabilitation and information management work within the past five (5) years.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.
5. The Contractor is required to have performed water valve assessment, rehabilitation and information management work for a minimum of five (5) years, and include references for a minimum of six (6) water valve assessment rehabilitation and information management projects, one of which must have at least 10,000 valves completed (not including hydrant isolation valves).
6. The Contractor is required to have performed water valve assessment, rehabilitation and information management work on a minimum of 100,000 mainline valves (not including hydrant isolation valves) and 5,000 valves that are 20" and larger.
7. The project team must include at least one member that possesses the

Project Management Institute's (PMI) Project Management Professional (PMP) certification (or approved equal). Contractor must identify if the proposed individual(s) is listed in the PMI Credential Registry at <https://www.pmi.org/CertApp/Registrv.aspx>. If the proposed individual(s) is not listed in the PMI Credential Registry, a copy of the proposed individual's PMI PMP certification must be included in Vendor's proposal.

8. The project team must include an Information Manager that possesses GISP certification (or approved equal). Contractor must identify the proposed individual(s) listed in the GIS Certification Institute registry at: <http://www.gisci.org/secure/members/directory/results.asp>
9. All responses to this solicitation shall be accompanied by a sample of the respondent's electronic field data for the purpose of verifying that the data can be successfully downloaded and integrated into the County's computer system.
10. This contract will be awarded based upon the criteria specified herein and upon verification that the sample of the respondent's electronic field data can be successfully downloaded and integrated into the County's computer system as demonstrated in the pilot area.
11. All proposals must include a minimum of three (3) references for programs of a similar size and scope for successful integration and generation of both asset and work-order records seamlessly into CityWorks with at least one (1) reference where data is integrated using a developed software product that interacts directly with CityWorks.
12. Contractor is required to have performed a minimum of 100,000 mapping grade, post processed, GPS positions on water valves or fire hydrants.
13. Contractor is required to provide a minimum of two (2) references for pressurized pipeline inspections.

REFERENCES

The County plans to select a Contractor who has considerable experience carrying out the objectives of this solicitation and with verifiable references for similar size and scope of services as requested by the County. Local references are preferable. Submittals must include a minimum of the following information for each reference requested in the "Contractor experience requirements" section of this solicitation in which the Contractor was the Prime Contractor and the work was of similar size and scope in the profile and experience section of the submittal:

Section 4 – Relevant Project Experience

1. The experience of the Contractor in water distribution system valve and pipeline assessment programs
2. A detailed company's history and credentials as experts in the area of valve and operations, rehabilitation and repair (not requiring backhoe excavation)
3. References of valve programs and references for pipeline inspections
4. The company's approach to staffing and scheduling this program
5. Demonstrating the key issues and credibility by way of experience in dealing with projects of a similar scope and nature
6. Sample data set from previous work

Section 5 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel
- (3) The list of key company personnel along with their credentials
- (4) PMP and GISP certifications (or approved equal)

Section 6 - Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

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- Copy of occupational tax certificate (business license) from Fulton County or a city located within Fulton County, or;
 - Copy of a lease or rental agreement, or;
 - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 7 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

Section 8 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost ***X*** ***Points allocated for cost in RFP = Cost proposal score***

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

Section 9 – Past Performance

Identify three (3) projects where the Proposer has performed projects similar in size and scope with entities comparable to Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 10 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- a. Provide your firm's most recent balance sheets.

-
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
 - c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
 - d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 11 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

3.7 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Based on project type and scope, describe how cost will be evaluated, i.e., hourly rates, lump sum, etc. Cost is 10 points maximum.

Cost to the County: Contractor must quote firm, fixed, unit prices for all services identified in this request for proposal. These firm fixed unit prices include any costs for travel to the County. No other costs will be accepted. These firm fixed unit prices will be the same for the initial contract period and any contract periods awarded in the future (renewals of this contract).

The annual prices will be subject to change only due to changes due to CPI adjustments.

The CPI Adjustment will be calculated as follows:

As of January 1 (the "Adjustment Date") of each year of the Contract, the prices for the year will become an amount equal to the prices which were applicable to the immediately preceding year, plus an amount equal to one-hundred percent (100%) of the percentage adjustment in the Consumer Price Index (the "Index") for All Urban Consumers for the metropolitan Atlanta area, published by the United States Department of Labor Bureau of Labor Statistics during the calendar year preceding the Adjustment Date, multiplied by the prices for the preceding year. The percentage adjustment in the Index will be determined by comparing the Index for the annual immediately preceding the Adjustment Date to the Index for the annual of the preceding year. Until such time as the adjustment has been computed, the Contractor will continue to receive payment for prices in the amount in effect for the preceding year, as it becomes payable in accordance with the Contract. When computed, the CPI Adjustment will be retroactive to the Adjustment Date and the additional amount due with respect to the prices for which it was paid at the preceding year's rate will be paid to the Contractor in accordance with the Contract in the month immediately following the month in which the CPI Adjustment for the applicable term is computed. If the Index is discontinued, such other governmental index or method of computation with which it is replaced or which is substantially comparable to the Index will be used. If the Index is revised such that Indexes for the annual average comparison dates are computed on different base years, the conversion factor published by the government will be used in making the adjustment computation.

The Proposer shall indicate the charge per type of valve serviced and the charge per valve serviced.

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.	Servicing Valves smaller than 4 inches	EA	50	\$	\$
2.	Servicing Valves sized 4 inches to 10 inches	EA	1750	\$	\$
3.	Servicing Valves sized greater than 10 inches up to 16 inches	EA	100	\$	\$
4.	Servicing Valves sized greater than 16 inches	EA	50	\$	\$
5.	Servicing Air Relief Valves	EA	11	\$	\$

6.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut 52" or less below grade	EA	350	\$	\$
7.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 52" up to 96" below grade	EA	125	\$	\$
8.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 96" up to 144" below grade	EA	50	\$	\$
9.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 144" up to 192" below grade	EA	25	\$	\$
10.	Adjusting Valve Boxes in Dirt / Soil operating nut 52" or less below grade	EA	1000	\$	\$
11.	Adjusting Valve Boxes in Dirt / Soil operating more than 52" up to 96" below grade	EA	350	\$	\$
12.	Adjusting Valve Boxes in Dirt / Soil operating nut more than 96" up to 144" below grade	EA	75	\$	\$
13.	Adjusting Valve Boxes in Dirt / Soil operating nut more than 144" up to 192" below grade	EA	25	\$	\$
14.	Servicing Fire Hydrant	EA	1250	\$	\$
15.	Painting Fire Hydrants	EA	1250	\$	\$
16.	Main Capacity Fire Flow Test, AWWA M17	EA	5025	\$	\$
17.	CCTV Inspection and Assessment 8"-12" (per insertion)	EA	10	\$	\$
18.	CCTV Inspection and Assessment > 12" (per insertion)	EA	5	\$	\$
19.	2 Man Crew+ Vehicle per hour	HR	250	\$	\$

TOTAL ESTIMATED PRICE \$_____

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan/Approach to Work	16%
Qualifications of Key Personnel	16%
Relevant Project Experience	20%
Availability of Key Personnel	15%
Performance on previous contracts	11%
Cost Proposal	15%
Service Disabled Veterans Preference	2%
Local Preference	5%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form G** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVD BE") by the County's Office of Contract Compliance.

FORM A:**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to

obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # to #_____, and/or appendices #_____ to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

-
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME) (Affix corporate seal here, if a corporation)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: **SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.

The EBO Plan **must** identify and include:

-
1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

-
- Exhibit A – Promise of Non-Discrimination
 - Exhibit B – Employment Report
 - Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontractors Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

FIRMS'S NAME

ADDRESS

TELEPHONE

EMAIL ADDRESS

Submitted by:

<hr/>	
<hr/>	
<hr/>	
<hr/>	<hr/>
	Date Completed:

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT INVOICED THIS MONTH: \$ _____

TOTAL AMOUNT PAID TO SUBCONTRACTORS THIS PERIOD (MONTH): \$ _____

TOTAL AMOUNT PAID TO SUBCONTRACTORS YEAR TO DATE: \$ _____

TOTAL AMOUNT PAID TO PRIME CONTRACTOR THIS PERIOD (MONTH): \$ _____

TOTAL AMOUNT PAID TO PRIME CONTRACTOR YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____ (Signature) _____ (Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000
5. **PROFESSIONAL LIABILITY** Per Occurrence/Claim - \$1,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

Certificates:

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded u under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, it's equivalent or on a blanket basis. .

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

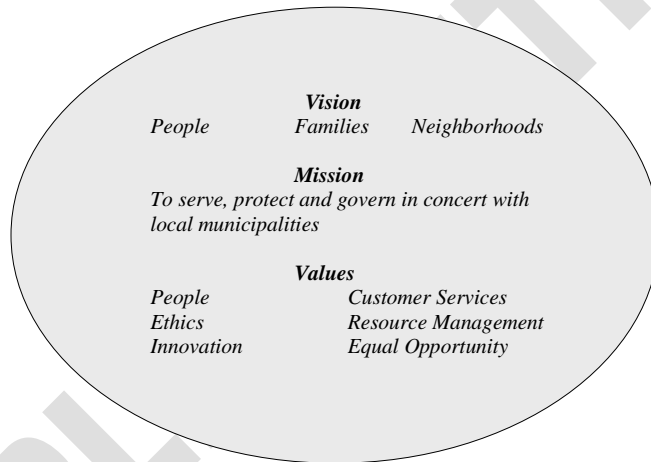
COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____DATE:_____

SECTION 8
PROFESSIONAL SERVICES SAMPLE CONTRACT



FULTON COUNTY



CONTRACT DOCUMENTS FOR

15RFP98019C-DR

VALVE ASSESSMENT PROGRAM

For

PUBLIC WORKS/GENERAL SERVICES DEPARTMENT

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CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Consultant Address]**
City, State

Telephone: **[Insert Consultant telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions;
- V. Exhibit C: Scope of Work;

-
- VI. Exhibit D: Project Deliverables;
 - VII. Exhibit E: Compensation;
 - VIII. Exhibit F: Purchasing Forms;
 - IX. Exhibit G: Office of Contract Compliance Forms;
 - X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide

to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***Insert amount approved by BOC***, which is full payment for a complete scope of work/services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in

the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by **PUBLIC WORKS/GENERAL SERVICES DEPARTMENT**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **PUBLIC WORKS/GENERAL SERVICES DEPARTMENT** designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

-
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding,

or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant, its directors, officers, employees, sub-consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **PUBLIC WORKS/GENERAL SERVICES DEPARTMENT**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this

Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and

make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

With a copy to:

Department of Purchasing
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: Felicia.Strong-Whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be

binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous

calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of work/ services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment

from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and

without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

***[Insert Name & Title of person
authorized to sign contract]***

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

EXHIBIT D

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

EXHIBIT F

PURCHASING FORMS

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

**SECTION 9
EXHIBITS**

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Proposal marked " Original ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier	

Request to Proposal (RFP) Submittal Check List for

	Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Based on project type and scope, describe how cost will be evaluated, i.e., hourly rates, lump sum, etc. Cost is 15 points maximum.

Cost to the County: Contractor must quote firm, fixed, unit prices for all services identified in this request for proposal. These firm fixed unit prices include any costs for travel to the County. No other costs will be accepted. These firm fixed unit prices will be the same for the initial contract period and any contract periods awarded in the future (renewals of this contract).

The Proposer shall indicate the charge per type of valve serviced and the charge per valve serviced.

The annual prices will be subject to change only due to changes due to CPI adjustments.

The CPI Adjustment will be calculated as follows:

As of January 1 (the "Adjustment Date") of each year of the Contract, the prices for the year will become an amount equal to the prices which were applicable to the immediately preceding year, plus an amount equal to one-hundred percent (100%) of the percentage adjustment in the Consumer Price Index (the "Index") for All Urban Consumers for the metropolitan Atlanta area, published by the United States Department of Labor Bureau of Labor Statistics during the calendar year preceding the Adjustment Date, multiplied by the prices for the preceding year. The percentage adjustment in the Index will be determined by comparing the Index for the annual immediately preceding the Adjustment Date to the Index for the annual of the preceding year. Until such time as the adjustment has been computed, the Contractor will continue to receive payment for prices in the amount in effect for the preceding year, as it becomes payable in accordance with the Contract. When computed, the CPI Adjustment will be retroactive to the Adjustment Date and the additional amount due with respect to the prices for which it was paid at the preceding year's rate will be paid to the Contractor in accordance with the Contract in the month immediately following the month in which the CPI Adjustment for the applicable term is computed. If the Index is discontinued, such other governmental index or method of computation with which it is replaced or which is substantially comparable to the Index will be used. If the Index is revised such that Indexes for the annual average comparison dates are computed on different base years, the conversion factor published by the government will be used in making the adjustment computation.

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.	Servicing Valves smaller than 4 inches	EA	50	\$	\$
2.	Servicing Valves sized 4 inches to 10 inches	EA	1750	\$	\$
3.	Servicing Valves sized greater than 10 inches up to 16 inches	EA	100	\$	\$
4.	Servicing Valves sized greater than 16 inches	EA	50	\$	\$
5.	Servicing Air Relief Valves	EA	11	\$	\$
6.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut 52" or less below grade	EA	350	\$	\$
7.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 52" up to 96" below grade	EA	125	\$	\$
8.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 96" up to 144" below grade	EA	50	\$	\$
9.	Adjusting Valve Boxes in Asphalt / Concrete w/ operating nut more than 144" up to 192" below grade	EA	25	\$	\$
10.	Adjusting Valve Boxes in Dirt / Soil operating nut 52" or less below grade	EA	1000	\$	\$
11.	Adjusting Valve Boxes in Dirt / Soil operating more than 52" up to 96" below grade	EA	350	\$	\$
12.	Adjusting Valve Boxes in Dirt / Soil operating nut more than 96" up to 144" below grade	EA	75	\$	\$
13.	Adjusting Valve Boxes in Dirt / Soil operating nut more than 144" up to 192" below grade	EA	25	\$	\$
14.	Servicing Fire Hydrant	EA	1250	\$	\$
15.	Painting Fire Hydrants	EA	1250	\$	\$
16.	Main Capacity Fire Flow Test, AWWA M17	EA	5025	\$	\$
17.	CCTV Inspection and Assessment 8"-12" (per insertion)	EA	10	\$	\$
18.	CCTV Inspection and Assessment > 12" (per insertion)	EA	5	\$	\$
19.	2 Man Crew+ Vehicle per hour	HR	250	\$	\$

TOTAL ESTIMATED PRICE \$ _____